Contractor Services, Inc. *and* International Brotherhood of Electrical Workers, AFL–CIO, Local 443 *and* International Brotherhood of Electrical Workers, AFL–CIO, Local 347. Cases 10–CA–28856, 10–CA–29123, (formerly 15–CA–13683), and 10–CA–29174 (formerly 18–CA–13875)

November 8, 1997

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX AND HIGGINS

On July 22, 1996, Administrative Law Judge J. Pargen Robertson issued the attached decision. The Employer filed exceptions and a supporting brief[1] and Associated Builders and Contactors, Inc., filed an amicus curiae brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order as modified.

The facts, as stipulated by the parties and found by the judge, follow. In late 1995, three members of IBEW union locals—Landers, Stolp, and Hunt—each submitted an employment application to the Respondent. The Respondent then mailed each applicant a letter which read in pertinent part:

> C.S.I. . . . provid[e]s skilled tradespeople to both union and non-union contractors on a temporary basis. C.S.I. is aware that [the Union prohibit[s] members from working for a non-union contractor without written permission . . . .
>
> It does not matter to C.S.I. whether or not you are a union member, but in order to assure C.S.I.'s contractor/clients that the individuals sent can complete the work, we are requiring that the enclosed Irrevocable Authorization Form be completed by all applicants in order to continue the listing process. . . .
>
> C.S.I. accepts individuals for listing, and makes referrals, without regard to union membership unless a particular customer has a legitimate business reason. (For example, a contractual requirement . . .). . . . [O]ur general policy [is] that if any false or misleading information is given to us, there will be an immediate severance of our relationship.

The ''irrevocable authorization form'' included, among other things, the following statements which required approval by the Union:

> Local # and [the National I.B.E.W.] furthermore state that the member named below is not being subsidized and/or is not under any jurisdiction or control by the [I.B.E.W.], and will accept work of his/her own free will. This member is a dues ''paid in full'' member and will provide identification and his/her union card upon request of client representative.
>
> The undersigned represents that he/she has authority to give full and irrevocable authorization for the member . . . to work . . . at any union and/or non-union jobsites for C.S.I. without fully approve from this Local or [the I.B.E.W.] . . . The undersigned . . . waives any repercussion to this member for accepting job placement(s) through C.S.I.

None of the three applicants returned the form to the Respondent, the Respondent did not continue the listing process for them, and none of them was hired or referred out for employment. It is undisputed that the Respondent would have processed the three employees' applications but for their refusal to return a completed form.

The judge found that the letter and form coercively interrogated applicants regarding their union membership during the hiring process in violation of Section 8(a)(1) by making it apparent that union applicants would be hired only if they responded to the letter and submitted a completed form to the Respondent. In addition, the judge found that the Respondent violated Section 8(a)(3) by requiring applicants to admit to their union membership and by attempting to force the Union to waive its right to ask the employees to engage in a work stoppage.[2] The judge also found that the refusal of the three applicants to return the form to the Respondent was protected union activity and that the Respondent violated Section 8(a)(3) and (1) by refusing to hire them because of their union activities.

We agree with the judge that the Respondent's letter and form were facially coercive and violated Section

[1] The Respondent and amici curiae National Association of Temporary and Staffing Services and Associated Builders and Contractors, Inc. have requested oral argument. Their requests are denied as the record, exceptions, and briefs adequately present the issues and the positions of the parties.

[2] The Respondent contends that the judge erred in his interpretation of the form, and that it was intended not to prevent the Union from striking but to prevent the Union from barring its members from accepting work from nonunion contractors or penalizing them if they did so, thus precipitating the employees' ''abandonment'' of the work, or, put more simply, their quitting their jobs. Even under the Respondent's interpretation of the form, it nonetheless places a restriction on union members' access to employment and on their activities as employees of the Respondent that does not extend to nonunion employees. Thus, although we agree with the judge that a reasonable reading of the form is that it is intended to prevent work stoppages and strikes, and not simply quits, as the Respondent contends, our result would be the same under the Respondent's reading of the letter and form.

8(a)(1).[3] We also agree that the Respondent's refusal to hire Landers, Stolp, and Hunt violated Section 8(a)(3). We further agree that the letter and form discriminated against union applicants by clearly indicating to them that the Respondent would not hire them unless they returned to the Respondent a completed form, which involved an attempt to force the employees to waive their right to engage in protected union activity, in violation of Section 8(a)(3). Moreover, in addition to the reasons stated by the judge, we find that the Respondent's use of the form involved discrimination against union applicants in other phases of the employment relationship.

Thus, the letter and form not only discriminated against union employees in the *hiring* process, but also singled out union activity as a proscribed reason for *resigning* employment. In this last regard, we reject the Respondent's defense that it had a legitimate business reason for requiring Union applicants to submit a completed form, i.e., to ensure that the Union would not force members to quit their jobs if assigned to a nonunion contractor. At the outset, we note that, notwithstanding the Respondent's contention that it required the forms for legitimate business reasons, viz., to prevent quits and/or refusals of assignments, in requiring union members to return the completed the form, it singled out only one of the host of possible reasons motivating employees to quiet their jobs and ignored others, e.g., job dissatisfaction, health reasons, or an offer of a better job. Nor did the Respondent condition hiring on a similar guarantee from *nonunion* applicants that they would not leave a job for any specified or unspecified reason. See *NLRB v. Town & Country Electric*, 116 S.Ct. 450 (1996) (arguments that ''salts'' should not be considered employees because they could harm the company by quitting when the company has need for them fails, since as a worker who has found a better job or wants to move might also quit). Further, as the judge noted, the Respondent, through the form, attempted to force union members to waive their right under Section 7 to strike, to engage in work stoppages, and, under some circumstances, to participate in union activity by following union rules while remaining employees of the Respondent. Again, the Respondent did not require *nonunion* employees to provide a waiver of their right to engage in protected concerted activity—or to miss work for reasons entirely unrelated to protected activities.[4]

In addition, by requiring union applicants to seek certification from the Union that it was not ''subsidizing'' them, the Respondent yet again singled union members out from *nonunion* applicants, upon whom the Respondent apparently placed no restrictions or prohibitions on other employment, at least. See *NLRB v. Town and Country Electric*, supra (union organizers who are hired as employees are employees and as such are protected by the Act; employment by the union is no different from moonlighting, which is consonant with employer's control over employees).

Accordingly, we find that the Respondent's asserted defenses do not withstand scrutiny and that the Respondent, through its use of the letter and the form, violated Section 8(a)(1) and 8(a)(3) of the Act.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Contractor Services, Inc., Davenport, Iowa, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.[5]

1. Insert the following as paragraph 1(c) and reletter the subsequent paragraph.

''(c) Requiring union members, as a condition to being listed for hire, to respond to its application letter by obtaining a completed irrevocable authorization form from the Union.''

2. Substitute the following for paragraphs 2(c) and (d).

''(c) Within 14 days after service by the Region, post at its facility in Davenport, Iowa, copies of the attached notice marked ''Appendix.''[2] Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily

[2] We reject the Respondent's argument that the judge erred by failing to consider *Blue Flash Express, Inc.*, 109 NLRB 591 (1954). We find that the judge correctly distinguished the reassurances against economic reprisal given there from the Respondent's statements here that it does not matter whether an applicant is a union member, in light of the Respondent's flat statement here that without a truthful disclosure of union status, an applicant would not be considered for employment.

[4] As noted above, we reject the Respondent's contention that its statements in the letter to the effect that it did not matter whether applicants were union members render the form and letter noncoercive. The documents are coercive on their face as they require employees to reveal their union affiliation in order to be considered for employment. Thus, they are inherently destructive of employee rights under Sec. 7 of the Act. See *NLRB v. Great Dane Trailers*, 388 U.S. 26, 33–34 (1967).

[5] The judge inadvertently failed to include in his conclusions of law his finding that the Respondent had violated Sec. 8(a)(3) and (1) by requiring applicants to return the completed form in order to be listed for hire, and he also failed to provide the appropriate remedial provision. We shall modify the recommended Order accordingly. We shall also modify the judge's recommended Order in accordance with our decision in *Indian Hills Care Center*, 321 NLRB 144 (1996).

posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed its facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 27, 1995.

''(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.''

MEMBER HIGGINS, concurring.

I concur in the result. In doing so, I rely solely on the fact that Respondent asked applicants whether they were being subsidized by the Union. I believe that an employer who is in the business of supplying employees to other employers may legitimately seek assurances that applicants will be able to work for any employers to whom they are referred, i.e., that their union will not object to their working for nonunion employers. However, I recognize that an inquiry into these matters is an inquiry that touches upon matters protected by Section 7. Further, the inquiry does so at a particularly vulnerable time, i.e., during the process of applying for employment. In *Johnnie's Poultry Co.*, 146 NLRB 770, 775 (1964), the Board dealt with another situation where an inquiry into the Section 7 area was for legitimate purposes. The Board held, inter alia, that ''the questions must not exceed the necessities of the legitimate purpose by prying into other union matters.'' In the instant case, the question at issue does not pass muster under this test. The legitimate inquiry is whether the Union will permit the member to work for a nonunion employer. The question of whether the Union subsidizes that member is beyond that legitimate inquiry. On this limited basis, I concur in the finding of a violation.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT interrogate our employees about their membership in International Brotherhood of Electrical Workers, AFL-CIO, Locals 347 and 443, or any other labor organization.

WE WILL NOT refuse to hire applicants for employment because of their union membership.

WE WILL NOT require union members, as a condition to being listed for hire, to respond to its application letter by obtaining a completed irrevocable authorization form from the Union.

WE WILL within 14 days of this Order, offer Tracy Landers, Timothy S. Stolp, and William H. Hunt, Sr., immediate and full employment to the positions for which they applied and are qualified or, if those positions no longer exist, to substantially equivalent positions without prejudice.

WE WILL make each of the above-named employees whole for any loss of earnings and other benefits resulting from our refusal to hire each of them, less any net interim earnings, plus interest.

WE WILL NOT in any or like manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

CONTRACTOR SERVICES, INC.

Gaye Nell Hymon, Esq., for the General Counsel.
Arthur W. Eggers, Esq., of Moline, Illinois, for the Respondent.

DECISION

J. PARGEN ROBERTSON, Administrative Law Judge. This hearing was held in Birmingham, Alabama, on May 13, 1996. The charge in Case 10–CA–28856 was filed on October 27, 1995, and the complaint issued on January 29, 1996. The charge in Case 18–CA–13875 was filed on December 13, 1995, and the complaint issued on February 22, 1996. The charge in Case 15–CA–13683 was filed on January 30, and the complaint issued on February 28, 1996. An order consolidating complaints issued on April 5, 1996.

Respondent and the General Counsel were represented, were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence. On consideration of the entire record and briefs filed by all parties, I make the following findings.

Respondent admitted in its answer to the complaint in Case 18–CA–13875 that it is an Iowa corporation with an office and place of business in Davenport, Iowa, where it is engaged in the business of providing skilled trades people and other employees to contractors and other employers on a temporary basis; that during the calendar year ending December 31, 1995, in the conduct of its business operations,

it performed services valued in excess of $50,000 in States other than Iowa. Respondent stipulated that the NLRB has jurisdiction of this consolidated case. On the basis of the above and the full record I find that Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act (the Act).

Respondent admitted that the Charging Parties (the Unions) are labor organizations within the meaning of Section 2(5) of the Act.

I. THE UNFAIR LABOR PRACTICE ALLEGATIONS

It is alleged that Respondent violated Section 8(a)(1) by interrogating job applicants (employees) about their union sympathies and Section 8(a)(1) and (3) of the Act by refusing to process the job applications of Tracy Landers, Timothy S. Stolp, and William H. Hunt Sr.

The parties stipulated that on dates before September 21, November 21, and November 29, 1995, Landers, Stolp, and Hunt submitted employment applications to Respondent. After receipt of each of those applications Respondent mailed the three applicants copies of the following letter (quoted in relevant part):

> C.S.I. is in the business of providing skilled tradespeople to both union and non-union contractors on a temporary basis. C.S.I. is aware that I.B.E.W. governing documents prohibit members from working for a non-union contractor without written permission of the executive board or the business manager.
>
> It does not matter to C.S.I. whether or not you are a union member, but in order to assure C.S.I.'s contractor/client that the individuals sent can complete the work, we are requiring that the enclosed Irrevocable Authorization Form be completed by all applicants in order to continue the listing process.
>
> . . . .
>
> We want to repeat that it is not material to C.S.I. whether you are or are not a union member. C.S.I. accepts individuals for listing, and makes referrals, without regard to union membership unless a particular customer has a legitimate business reason. (For example, a contractual requirement has been established.) If your status should change in the future, you should request a new form for completion. You are also reminded of our general policy that if any false or misleading information is given to us, there will be an immediate severance of our relationship.

The irrevocable authorization form enclosed in each of Respondent's letters to applicants includes among other matters, the following statements that required approval by the Union:

> Local # ____ and the National I.B.E.W. furthermore state that the member named below is not being subsidized and/or is not under any jurisdiction or control by the I.B.E.W., and will accept work of his/her own free will. This member is a dues ''paid in full'' member and will provide identification and his/her union card upon request of a client representative.
>
> The undersigned represents that he/she has authority to give full and irrevocable authorization for the member named below to work from time to time at any union and/or non-union jobsites for C.S.I. without further approval from this Local or the National I.B.E.W. The undersigned further represents that his/her signature below waives any repercussion to this member for accepting job placement(s) through C.S.I.

None of the forms have been returned to Respondent. Respondent did not continue the listing process for the abovenamed applicants and none was either hired or referred out for employment. In other words, after receipt of job applications from Tracy Landers, Timothy Stolp, and William Hurt Sr., Respondent has refused to process those applications because Landers, Stolp, and Hurt refused to follow the directions in Respondent's letter (above). None of the three returned an authorization form signed by the Local Union.

The parties stipulated to the above facts and the parties stipulated that the IBEW has the right to bring pressure through fines and other punitive action to attempt to force its members to quit working for Respondent. The parties also stipulated that the only allegation herein is that Respondent's requirement to process the alleged discriminatees' job applications constitutes a per se violation of Act. It was stipulated that Respondent's only purpose in using the irrevocable authorization forms is to insure that IBEW will not force Respondent's employees to quit work.

Respondent in its brief argued that full disclosure was sought through its questioning of job applicants about their union membership and that request is reasonable under the holding of *NLRB v. Town & Country Electric*, 116 S.Ct. 450 (1995); and that Respondent should be able to require applicants who are union members to obtain the Union's permission to be an employee of Respondent so that applicants are not later forced or coerced to resign their employment.

II. FINDINGS

A. *Interrogation*

Respondent did not contest that it interrogated job applicants in its letter, as to their union membership. However, Respondent contended that interrogation was not an unfair labor practice under *Blue Flash Express*, 109 NLRB 591 (1954). It was Respondent's position that its questioning of applicants ''did not reasonably lead the employees to believe that economic reprisal might be visited upon them by Respondent.'' *Blue Flash Express*, supra.

The parties stipulated that Respondent's only purpose in requiring the irrevocable authorization is to have IBEW members get the approval of the IBEW to come to work for Respondent so that the IBEW will not force those employees to quit work. Respondent pointed out in its brief that its cover letter to applicants assures applicants that no act of reprisal will be taken against them based on their union affiliation. The letter also specified Respondent's valid business purpose in requiring execution of the ''Irrevocable Authorization'':

> [I]n order to assure C.S.I.'s contractor/clients that the individuals sent can complete the work, we are requiring that the enclosed Irrevocable Authorization Form be completed by all applicants in order to continue the listing process.

B. *Refusal to Hire*

Respondent argued that it should be able to require applicants who are union members to obtain the Union's permission to be an employee of Respondent so that applicants are not later forced or coerced to resign their employment. It contended that position is consistent with the Supreme Court's holding in *NLRB v. Town & Country Electric*, supra.

C. *Conclusions*

The General Counsel alleged that Respondent refused to hire three job applicants because of their union membership. See *NLRB v. Town & Country Electric*, supra; *Town & Country Electric*, 309 NLRB 1250 (1993); *Waco, Inc*., 316 NLRB 73 (1995); *Fluor Daniel, Inc*., 311 NLRB 498 (1993); *Casey Electric*, 313 NLRB 774 (1994); and *AJS Electric*, 310 NLRB 121 (1993).

As to whether Respondent illegally refused to employ alleged discriminatees, the NLRB routinely first considers whether the General Counsel proved through persuasive evidence that the Respondent acted out of antiunion animus in refusing to hire the alleged discriminatees. *Manno Electric*, 321 NLRB 1 fn. 12 (1996); *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982); and *NLRB v. Transportation Management Corp*., 462 U.S. 393 (1983).

Here there is no dispute but that Respondent was hiring or that it would have processed the applications of Tracy Landers, Timothy Stolp, and William Hurt Sr., but for their being in the Union and but for their refusal to process Respondent's irrevocable authorization form.

Respondent contends there was no showing of animus. Compare *J. E. Merit Constructors*, 302 NLRB 301, 303–304 (1991), where in a refusal to hire allegation the test applied included a requirement that the General Counsel prove (1) the applications were filed during hiring stages, (2) the Respondent knew of their source, (3) it harbored union animus, and (4) it acted on that animus in failing to hire any from this group.

Instead Respondent gave assurances in its letter that it did not matter whether applicants were in the Union. Respondent contends that its interrogation of applicants is not coercive.

However, it is apparent from Respondent's letter that union member applicants would be hired only if they responded to Respondent's letter and provided an irrevocable authorization from the Union. The Union was required to promise that it will not engage in a work stoppage involving the applicant. No further action would be taken toward hiring an applicant unless the applicant responded to the Respondent's letter.

Under the circumstances illustrated above I cannot agree that Respondent's interrogation is not coercive. The questioning occurred during the job application process. It is apparent from Respondent's letter that union members must provide authorization from the Union and the Union and the applicant must waive any right to engage in a work stoppage. I find that interrogation is coercive and in violation of Section 8(a)(1).

Respondent argued that it has a legitimate business purpose in requiring union members to provide an executed irrevocable authorization from the Union. That authorization would result in the waiver of the Union's power to call a work stoppage involving the job applicant.

It is not disputed that Respondent's sole purpose in interrogating job applicants about union membership and use of the irrevocable authorization, is to prevent employees from quitting at the direction of the Union.

Section 8(a)(1) and (3) of the Act provides protection for employees to engage in protected union activity. It has long been recognized that Unions may engage in economic activity in furtherance of their roles and objectives. For several reasons including its right to organize employees, a Union may call upon its members to cease work. Here, Respondent seeks to require the Union to waive its right to demand that action from its members. Absent that waiver Respondent will not employ the Union's members.

In view of the full record I am convinced that the alleged discriminatees were engaged in protected union activity when each refused to process Respondent's irrevocable authorization form. Moreover, by requiring the applicants to admit their union membership and by requiring the Union to waive its right to ask the employees to engage in a work stoppage, Respondent has engaged in direct violation of Section 8(a)(1) and (3) of the Act.

The Act provides for employees' protection. Employees may engage in union activity including the right to engage in work stoppage. By requiring the execution of the irrevocable authorization form, Respondent sought to preclude the alleged discriminatees from exercising those rights.

There was no evidence showing that the applicants were not authentic job applicants and employees. *NLRB v. Town & Country Electric*, supra.

I find that Respondent's action is inherently destructive of Section 7 rights. The record shows that Respondent refused to consider applicants for hire because of their union status and affiliation and Respondent failed to demonstrate that it would have disqualified them for lawful reasons. *Brown & Root USA, Inc*., 319 NLRB 1009 (1995); *Tualatin Electric*, 319 NLRB 1237 (1995); and *E & L Transport Co*., 315 NLRB 303 (1994).

CONCLUSIONS OF LAW

1. Contractor Services, Inc. is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Brotherhood of Electrical Workers, AFL–CIO, Locals 347 and 443 are labor organizations within the meaning of Section 2(5) of the Act.

3. Respondent, by coercively interrogating its employees about their union activities has engaged in conduct violative of Section 8(a)(1) of the Act.

4. Respondent by refusing to hire Tracy Landers, Timothy S. Stop, and William H. Hunt Sr., because of their union affiliation and preference has engaged in conduct violative of Section 8(a)(1) and (3) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6), (7), and (8) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices, I shall recommend that it be ordered to cease and

desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

As I have found that Respondent has illegally refused to hire Tracy Landers, Timothy S. Stop, and William H. Hunt Sr., in violation of Sections of the Act, I shall order Respondent to offer those employees immediate and full employment to the positions for which they applied and are qualified or, if those positions no longer exist, to substantially equivalent positions. I further order Respondent to make those employees whole for any loss of earnings suffered as a result of the discrimination against them. Backpay shall be computed as described in *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest as described in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

Despite the above findings, the record failed to resolve several issues that may be relevant to the employment and make whole portions of the remedy. Those issues which may include among others, when each alleged discriminatee would have been hired in the absence of union activities under Respondent's normal nondiscriminatory practices and if and when each alleged discriminatee may have been laid off in the absence of union activities under Respondent's normal nondiscriminatory practices, may be considered in compliance proceedings if necessary. *Casey Electric*, 313 NLRB 774 (1994); and *Dean General Contractors*, 285 NLRB 573 (1987).

On the foregoing findings, conclusions of law and the entire record, and pursuant to Section 10(c) of the Act, I issue the following recommended[1]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act it is ordered that Respondent, Contractor Services, Inc., Davenport, Iowa, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercively interrogating its employees or job applicants about the Union.

(b) Refusing to employ job applicants because of their Union or other protected activities.

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days of this Order, offer Tracy Landers, Timothy S. Stop, and William H. Hunt Sr., immediate and full employment to the positions for which they applied and are qualified or, if those positions no longer exist, to substantially equivalent positions without prejudice and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them plus interest, in the manner set forth in the remedy section of the decision.

(b) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, and timecards, personnel records, reports, and all other records necessary to analyze the amount of backpay due under the terms of this order.

(c) Post at its facility in Davenport, Iowa, copies of the attached notice marked ''Appendix.''[2] Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[1] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[2] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''